

ITEL

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

RECORDATION NO. 9936-F Filed 1425

MAR 3 1982-1 05 PM

INTERSTATE COMMERCE COMMISSION

February 12, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. 2-06-1071
MAR 3 1982
Date.....
Fee \$. 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303 (a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated as of June 21, 1978 (the "Lease") between Itel Corporation, Rail Division ("Itel") and American Rail Heritage, Ltd., d/b/a/ Crab Orchard and Egyptian Railroad ("Lessee"), which was filed on December 22, 1978 at 3:55 P.M. and given recordation No. 9936, four counterparts of the following document:

Amendment No. 3 (the "Amendment") as of October 20, 1981 to the Lease between Itel and Lessee

The names and addresses of the parties to the aforementioned Amendment are:

1. American Rail Heritage, Ltd. d/b/a/
Crab Orchard and Egyptian Railroad
514 North Market Street
Marion, Illinois 62959
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, CA 94111

The equipment covered by the Amendment is described on Exhibit A attached hereto.


*Ms. Feb -
This is under
9936 but
I do not
know the
next letter.*

Counterpart Mark O. Gueary

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,


Patricia Salas Pineda
Counsel

PSP:en
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84111

Doug Drummond
Itel Corporation

Cammie Marsden
Itel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

3/3/82

OFFICE OF THE SECRETARY

Patricia Salas Pineda
Itel Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

Dear **sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/3/82** at **1:05pm**, and assigned re-recording number(s). **9936-F**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0200
10/20/81

RECORDATION NO. 9936-F F.W. 1425

MAR 3 1982 1 05 PM

AMENDMENT NO. 3

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 3 (the "Amendment") to that certain Lease Agreement (the "Lease") made as of June 21, 1978, between ITEL Corporation, Rail-Intermodal Division now doing business as ITEL CORPORATION, RAIL DIVISION as lessor ("Lessor") and AMERICAN RAIL HERITAGE, LTD., d/b/a CRAB ORCHARD AND EGYPTIAN RAILROAD as lessee ("Lessee") is made as of October 20, 1981 between Lessor and Lessee.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Lease pursuant to which two hundred (200) items of railroad equipment ("Cars") described therein have been leased and delivered by Lessor to Lessee.

WHEREAS, Lessor has exercised its right under the Lease to terminate thirty-five (35) of the Cars because of Lessee's under utilization of the Cars.

WHEREAS, Lessor and Lessee desire to amend the Lease to reflect the above.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the parties agree to amend the Lease as follows:

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. The Equipment Schedule No. 7 executed on October 19, 1979, attached to and incorporated into the Lease (the "Equipment Schedule"), is hereby deleted in its entirety and Amended Equipment Schedule No. 7, attached hereto, shall be substituted therefor.
3. Nothing set forth in this Amendment with respect to the Lease represents a waiver by the parties hereto of any rights under the Lease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of rejection of the Lease by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Lease.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts and said counterparts shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: Edward M. Quinn

Title: President

Date: 12-21-81

AMERICAN RAIL HERITAGE, LTD.
d/b/a CRAB ORCHARD AND
EGYPTIAN RAILROAD

By: John W. Quinn

Title: President

Date: 12-14-81


L-0200

AMENDED EQUIPMENT SCHEDULE NO. 7

Itel Corporation, Rail Division hereby leases the following Cars to American Rail Heritage, Ltd., d/b/a Crab Orchard & Egyptian Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 21, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
FC	70-Ton Flush Deck Flat Cars for Trailer and Con- tainer Service	COER 250000- 250049 250052 250054- 250055 250063 250065 250067 250070 250072- 250074 250077 250084- 250085 250087 250091	89' 4"	N/A	N/A	N/A	65

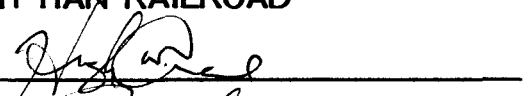
ITEL CORPORATION, RAIL DIVISION

BY: 

TITLE: President

DATE: 12-21-81

AMERICAN RAIL HERITAGE, LTD.
d/b/a CRAB ORCHARD AND
EGYPTIAN RAILROAD

BY: 

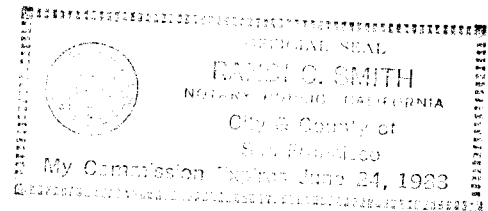
TITLE: President

DATE: 12-14-81

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 21st day of December, 1981, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of IteI Corporation, Rail Division, that the foregoing Amendment No. 3 and Amended Equipment Schedule No. 7 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Randi C. Smith
Notary Public



STATE OF Illinois)
) ss:
COUNTY OF Williamson)

On this 14th day of Dec., 1981, before me personally appeared Douglas W. Crane to me personally known, who being by me duly sworn says that such person is President of American Rail Heritage, Ltd., d/b/a Crab Orchard and Egyptian Railroad, that the foregoing Amendment No. 3 and Amended Equipment Schedule No. 7 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy Crane
Notary Public